

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315610

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|-----------------------------------|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JPMorgan Chase Bank, N.A. | | 08/29/2014 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Rexair LLC | | |
| Street Address: | 50 West Big Beaver Road | | |
| Internal Address: | Suite 350 | | |
| City: | Troy | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48084 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| Name: | Rexair Holdings, Inc. | | |
| Street Address: | 50 West Big Beaver Road | | |
| Internal Address: | Suite 350 | | |
| City: | Troy | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48084 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 33 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3156519 | AQUAMATE | |
| Registration Number: | 1218263 | AQUAMATE | |
| Registration Number: | 1476692 | | |
| Registration Number: | 2375755 | E | |
| Registration Number: | 2379877 | E SERIES | |
| Registration Number: | 2936661 | E2 | |
| Registration Number: | 743711 | HURRICANE | |
| Registration Number: | 2143799 | | |
| Registration Number: | 1873523 | | |
| Registration Number: | 4544452 | MINIJET | |
| Registration Number: | 4146996 | R | |
| TRADEMARK | | | |

OP \$840.00 3156519

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 3963163 | R |
| Registration Number: | 3946878 | R |
| Registration Number: | 993728 | RAINBOW |
| Registration Number: | 3963161 | RAINBOW |
| Registration Number: | 3756153 | RAINBOW |
| Registration Number: | 3759325 | RAINBOW |
| Registration Number: | 3963162 | RAINBOW |
| Registration Number: | 1782060 | RAINBOW MATE |
| Registration Number: | 1548577 | RAINBOW PACESETTERS |
| Registration Number: | 1897430 | RAINBOWMATE |
| Registration Number: | 1448262 | R |
| Registration Number: | 2317087 | R |
| Registration Number: | 2298752 | R |
| Registration Number: | 4010274 | RAINJET |
| Registration Number: | 2652458 | RAINMATE |
| Registration Number: | 2656996 | RAINMATE |
| Registration Number: | 610593 | REXAIR |
| Registration Number: | 3490196 | REXAIR |
| Registration Number: | 3503841 | THE POWER OF WATER |
| Registration Number: | 1436270 | |
| Registration Number: | 1436269 | |
| Registration Number: | 3644198 | WET DUST CAN'T FLY |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-956-7685

Email: carrierr@sullcrom.com

Correspondent Name: Rita M. Carrier

Address Line 1: 1700 New York Avenue, N.W.

Address Line 2: Suite 700

Address Line 4: Washington, D.C. 20006

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Rita M. Carrier |
| SIGNATURE: | /Rita M. Carrier/ |
| DATE SIGNED: | 08/29/2014 |

Total Attachments: 8

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "**Agreement**"), effective as of August 29, 2014, is made by JPMorgan Chase Bank, N.A., a national banking association with an address of 10 South Dearborn, 7th Floor, Chicago, Illinois 60603, as Administrative Agent (as defined below), in favor of Rexair LLC, a Delaware limited liability company with an address of 50 West Big Beaver Road, Suite 350, Troy, Michigan 48084 (the "**Borrower**"), and Rexair Holdings, Inc., a Delaware corporation with an address of 50 West Big Beaver Road, Suite 350, Troy, Michigan 48084 (the "**Guarantor**," and, together with the Borrower, the "**Grantors**"). Capitalized terms used in this Agreement, but not defined herein, have the meanings ascribed to them, as applicable, in the Credit Agreement or the Security Agreement referred to below.

WITNESSETH:

WHEREAS, the Borrower, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent for the lenders party thereto (in such capacity, the "**Administrative Agent**"), entered into a Credit Agreement dated as of December 22, 2009, as amended and restated by an Amended and Restated Credit Agreement dated as of November 19, 2010, as amended and restated by an Amended and Restated Credit Agreement dated as of April 28, 2011, as amended and restated by the Third Amended and Restated Credit Agreement dated as of October 9, 2013 (as further amended or modified from time to time, the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, the Grantors and the Administrative Agent entered into a Consent and Amendment of Collateral Documents dated as of October 9, 2013 (the "**Consent and Amendment**"), pursuant to which, among other things, the Grantors and the Administrative Agent confirmed and amended certain Existing Collateral Agreements (as defined in the Consent and Amendment), including, without limitation, that certain Pledge and Security Agreement dated as of December 22, 2009, by and among the Grantors and the Administrative Agent (the "**Security Agreement**," and, together with the Consent and Amendment, the "**Collateral Agreements**"), relating to the collateral granted by the Grantors to the Secured Parties;

WHEREAS, pursuant to the terms of the Collateral Agreements, each Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all Copyrights, Patents, and Trademarks now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor, including, without limitation, all of the Copyrights, Patents, and Trademarks listed on any schedule or exhibit or other attachment to the Collateral Agreements or to the Short-Form Security Agreements (as defined herein) (collectively, the "**Grantors' Intellectual Property**"), including, without limitation, the Copyrights listed on *Exhibit A* hereto, the Patents listed on *Exhibit B* hereto, and the Trademarks listed on *Exhibit C* hereto (such Copyrights, Patents, and Trademarks, collectively, the "**Registered Intellectual Property**"), to secure the prompt and complete payment and performance of the Secured Obligations under the Credit Agreement;

WHEREAS, the Security Agreement was recorded with the United States Copyright Office on January 25, 2010, at Volume 3591, Document No. 323, and with the United States Patent and Trademark Office (the "**USPTO**"), in the case of Patents, on January 11, 2010, at Reel 023758, Frame 0123, and, in the case of Trademarks, on January 11, 2010, at Reel 4128, Frame 0643;

WHEREAS, in connection with the Collateral Agreements, the Grantors executed a Copyright Security Agreement dated as of October 9, 2013; a Patent and Trademark Security Agreement dated as of December 30, 2010; and a Patent and Trademark Security Agreement dated as of October 9, 2013 (collectively, the "**Short-Form Security Agreements**");

WHEREAS, the Patent and Trademark Security Agreement dated as of December 30, 2010, was recorded in the USPTO, in the case of Patents, on January 14, 2011, at Reel 025634, Frame 0038, and, in the case of Trademarks, on January 14, 2011, at Reel 4453, Frame 0248, and the Patent and Trademark Security Agreement dated as of October 9, 2013, was recorded in the USPTO, in the case of Patents, on November 6, 2013, at Reel 031589, Frame 0302, and, in the case of Trademarks, on November 6, 2013, at Reel 5147, Frame 0553; and

WHEREAS, the Secured Obligations have been paid in full and the Commitments have been terminated, and the Administrative Agent desires, therefore, to release its security interest in and to the Grantors' Intellectual Property, including the Registered Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent agrees, for the benefit of the Grantors, as follows:

SECTION 1. Release of Security Interest. The Administrative Agent hereby assigns and pledges to the Grantors, and releases, cancels, relinquishes and discharges its lien on, and any and all security interests in, all of the Grantors' rights, title and interest in, to, and under the Grantors' Intellectual Property, including the Registered Intellectual Property.

SECTION 2. Further Assurances. The Administrative Agent shall, at the request and expense of the Grantors, timely take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable law, execute and deliver any additional documents and other papers, and perform any additional acts that may be necessary or desirable to evidence the release and termination of the Administrative Agent's security interests in the Grantors' Intellectual Property, including the Registered Intellectual Property, and to consummate and make effective the transactions contemplated by this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 4. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, then to the maximum extent permitted by law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Administrative Agent has caused this Agreement to be duly executed and delivered by its officer as of the date first listed above.

JPMorgan Chase Bank, N.A.

By: Jeffrey Matthew Jones
Name: JEFFREY MATTHEW JONES
Title: OFFICER

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) ss
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Before me on this 28th day of August, 2014, personally appeared Jeffrey M. Jones to me personally known to be the person described in, and who executed, the above instrument, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Sherril L. Bolton
Notary Public

AFFIX SEAL

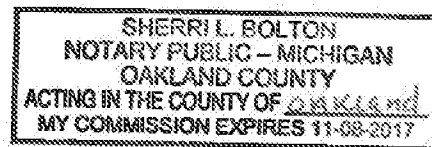


Exhibit A

U.S. Copyrights

| No. | Title | Record Owner | Registration Number | Registration Date |
|-----|-----------------------------|--------------|---------------------|-------------------|
| 1. | Rainbow owner's manual. | Rexair, Inc. | TX0003189858 | 1991-11-07 |
| 2. | Rainbow owner's manual. | Rexair, Inc. | TX0003189859 | 1991-08-01 |
| 3. | Rainbow SE cleaning system. | Rexair, Inc. | TX0004448028 | 1997-05-29 |

Exhibit B

U.S. Patents

| | Title | Record Owner | Patent No. or (Application No.) as applicable | Patent Date or (Application Date) as applicable |
|-----|---|--------------|---|---|
| 1. | Accessory Holder for Vacuum Cleaner | Rexair LLC | 5,943,731 | 8/31/1999 |
| 2. | Accessory Holder for Vacuum Cleaner | Rexair LLC | 6,098,241 | 8/8/2000 |
| 3. | Brush Holder for Electric Motor | Rexair LLC | 5,949,175 | 9/7/1999 |
| 4. | Brushless Motor | Rexair LLC | 6,777,844 | 8/17/2004 |
| 5. | Cleaning System | Rexair LLC | (12501038) | (7/10/2009) |
| 6. | Cleaning System | Rexair LLC | (PCT/US10/25356) | (2/25/2010) |
| 7. | Cleaning Tool Having Airflow Directing Manifold for a Vacuum Cleaner System | Rexair LLC | 5,123,141 | 6/23/1992 |
| 8. | Cleaning Tool Having Split Manifold | Rexair LLC | 5,537,710 | 07/23/1996 |
| 9. | Cleat Having Retractable Retaining Arms | Rexair LLC | 5,924,642 | 7/20/1999 |
| 10. | Combined Wet-Dry Vacuum Cleaner | Rexair LLC | D419731 | 1/25/2000 |
| 11. | Crevice Cleaning Tool for a Vacuum Cleaner Apparatus | Rexair LLC | 6,032,328 | 3/7/2000 |
| 12. | Design of a Water Container for a Vacuum Cleaner | Rexair LLC | D420476 | 2/8/2000 |
| 13. | Dolly for a Vacuum Cleaner | Rexair LLC | D414305 | 09/21/1999 |
| 14. | Filter for a Vacuum Cleaner | Rexair LLC | 6,162,287 | 12/19/2000 |
| 15. | Filter for a Vacuum Cleaner | Rexair LLC | 6,312,508 | 11/6/2001 |
| 16. | Filter for a Vacuum Cleaner | Rexair LLC | 6,290,761 | 9/18/2001 |
| 17. | Filter for a Vacuum Cleaner | Rexair LLC | 6,361,587 | 3/26/2002 |
| 18. | Filter for a Vacuum Cleaner | Rexair LLC | 6,432,180 | 8/13/2002 |
| 19. | Filter for a Vacuum Cleaner | Rexair LLC | 6,565,637 | 5/20/2003 |
| 20. | Handle Assembly for a Vacuum System Cleaning Tool | Rexair LLC | 5,109,568 | 5/5/1992 |
| 21. | Housing Design for Power Nozzle | Rexair LLC | D376879 | 12/24/1996 |
| 22. | Intake Nozzle Assembly for a Liquid Bath Vacuum Cleaner | Rexair LLC | 5,022,115 | 6/11/1991 |
| 23. | Intake Nozzle Assembly for a Liquid Bath Vacuum Cleaner | Rexair LLC | 5,125,129 | 6/30/1992 |
| 24. | Integrated Pump Priming System | Rexair LLC | (13143890) | (7/8/2011) |
| 25. | Integrated Spider Separator | Rexair LLC | 7,210,195 | 5/1/2007 |
| 26. | Nozzle Brush Arrangements for Vacuum Cleaner Assemblies | Rexair LLC | (12610731) | (11/2/2009) |
| 27. | Reduced Diameter Separator for a Vacuum Cleaner Apparatus | Rexair LLC | 5,902,386 | 5/11/1999 |

| | Title | Record Owner | Patent No. or (Application No.) as applicable | Patent Date or (Application Date) as applicable |
|-----|---|--------------|---|---|
| 28. | Separator with Multiple Function Vanes for a Vacuum Cleaner Apparatus | Rexair LLC | 6,306,199 | 10/23/2001 |
| 29. | Separator with Multiple Function Vanes for a Vacuum Cleaner Apparatus | Rexair LLC | 6,391,101 | 5/21/2002 |
| 30. | Squeegee Apparatus for a Vacuum Cleaner System | Rexair LLC | 5,280,666 | 1/25/1994 |
| 31. | Vacuum Cleaner | Rexair LLC | D426355 | 6/06/2000 |
| 32. | Vacuum Cleaner | Rexair LLC | D423154 | 4/18/2000 |
| 33. | Vacuum Cleaner Accessory Holder | Rexair LLC | D422764 | 4/11/2000 |
| 34. | Vacuum Cleaner Nozzle | Rexair LLC | D424259 | 5/2/2000 |
| 35. | Vacuum Cleaner Nozzle | Rexair LLC | D416115 | 11/2/1999 |
| 36. | Water Basin Illumination | Rexair LLC | 8,205,295 | 6/26/2012 |
| 37. | Water Basin Illumination | Rexair LLC | (PCT/US10/25141) | (2/24/2010) |

Exhibit C

U.S. Trademarks

| | Trademark | Record Owner | Registration No. | Registration Date |
|-----|-------------------------------|--------------|------------------|-------------------|
| 1. | AQUAMATE | Rexair LLC | 3,156,519 | 10/17/2006 |
| 2. | AQUAMATE (STYLIZED) | Rexair LLC | 1,218,263 | 11/30/1982 |
| 3. | DESIGN (VACUUM CLEANER) | Rexair LLC | 1,476,692 | 2/16/1988 |
| 4. | E & LOGO | Rexair LLC | 2,375,755 | 8/8/2000 |
| 5. | E SERIES | Rexair LLC | 2,379,877 | 8/22/2000 |
| 6. | E2 & DESIGN | Rexair LLC | 2,936,661 | 3/29/2005 |
| 7. | HURRICANE (STYLIZED) | Rexair LLC | 743,711 | 1/15/1963 |
| 8. | LOGO | Rexair LLC | 2,143,799 | 3/17/1988 |
| 9. | LOGO (RAINBOW) | Rexair LLC | 1,873,523 | 1/17/1995 |
| 10. | MINIJET | Rexair LLC | 4,544,452 | 6/3/2014 |
| 11. | R (SWIRL) | Rexair LLC | 4,146,996 | 5/22/2012 |
| 12. | R (SWIRL) | Rexair LLC | 3,963,163 | 5/17/2011 |
| 13. | R (SWIRL) | Rexair LLC | 3,946,878 | 4/19/2011 |
| 14. | RAINBOW | Rexair LLC | 993,728 | 9/24/1974 |
| 15. | RAINBOW | Rexair LLC | 3,963,161 | 5/17/2011 |
| 16. | RAINBOW & DESIGN | Rexair LLC | 3,756,153 | 3/2/2010 |
| 17. | RAINBOW & DESIGN (WITH ORBIT) | Rexair LLC | 3,759,325 | 3/9/2010 |
| 18. | RAINBOW (STYLIZED I DROP) | Rexair LLC | 3,963,162 | 5/17/2011 |
| 19. | RAINBOW MATE | Rexair LLC | 1,782,060 | 7/13/1993 |
| 20. | RAINBOW PACESETTERS & DESIGN | Rexair LLC | 1,548,577 | 7/18/1989 |
| 21. | RAINBOWMATE (STYLIZED) | Rexair LLC | 1,897,430 | 6/6/1995 |
| 22. | RAINDROP & R LOGO | Rexair LLC | 1,448,262 | 7/21/1987 |
| 23. | RAINDROP & R LOGO | Rexair LLC | 2,317,087 | 2/8/2000 |
| 24. | RAINDROP & R LOGO | Rexair LLC | 2,298,752 | 12/7/1999 |
| 25. | RAINJET | Rexair LLC | 4,010,274 | 8/9/2011 |
| 26. | RAINMATE | Rexair LLC | 2,652,458 | 11/19/2002 |
| 27. | RAINMATE & DESIGN | Rexair LLC | 2,656,996 | 12/3/2002 |
| 28. | REXAIR | Rexair LLC | 610,593 | 8/16/1955 |
| 29. | REXAIR (STYLIZED FANCY X) | Rexair LLC | 3,490,196 | 8/19/2008 |
| 30. | THE POWER OF WATER | Rexair LLC | 3,503,841 | 9/23/2008 |
| 31. | VACUUM CLEANER DESIGN | Rexair LLC | 1,436,270 | 4/14/1987 |
| 32. | VACUUM CLEANER DESIGN | Rexair LLC | 1,436,269 | 4/14/1987 |
| 33. | WET DUST CAN'T FLY | Rexair LLC | 3,644,198 | 6/23/2009 |